IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISIDICTION

SECOND APPEAL NO. 398 OF 1987
AND
CROSS OBJECTIONS
(converted from S.A. No. 177/87)

IN
SECOND APPEAL NO. 398 OF 1987

(1) Sampat Trimbak Dhomse, since deceased through his heirs :

1-a) Smt. Gayabai w/o. Sampat Dhomse,)
1-b) Kumari Anita Sampat Dhomse,)
1-c) Chandrashekhar Sampat Dhomse,)
1-d) Ganesh Sampat Dhomse,)

2) Ramesh Trimbak Dhomse,)
3) Tanubai Trimbak Dhomse,)
4) Chandrakala Sambhaji Dabhade,)
5) Suresh Sampat Dhomse,) **.. Appellants (Orig. Defendants)**

Versus

(1) Karbhari Mahadu Khole,)
(2) Ramnath Mahadu Khole,)
(3) Tukaram Mahadu Khole,)
(4) Lakshmibai Mahadu Khole,)
(5) Indubai D/o. Mahadu Khole,)
(6) Sindhubai w/o. Gotiram Shete,)
(7) Kamalabai D/o. Mahadu Khole,) **.. Respondents. (Orig. Plaintiffs)**

Mr. N.S. Shastri, Advocate for Appellant.
Mr. N.V. Walawalkar Advocate with Suresh M. Sabrad, Advocate for Respondents.

CORAM: ABHAY S. OKA, J.
DATE : 12TH AUGUST, 2004.

ORAL JUDGMENT : -

1. This Second was admitted on 24th November,

1987. While admitting the Second Appeal, this Court observed that grounds 8, 9, 10 and 13 are substantial questions of law. The said grounds 8, 9, 10 and 13 read thus :

> 8. Whether the agreement of sale (Exhibit 52) was executed by way of security or whether the intention was of sale. The intention of the parties should have been gathered from the surrounding circumstances of the case ?
>
> 9. Evidence of the scribe Rode (Exhibit 89) that what was paid was only an earnest and no full consideration was paid supported the plaintiff's claim that the agreement of sale (Exhibit 52) was not to be acted upon was a substantial question of law ?
>
> 10. Alleged possession of the defendant was a paper possession and to hold that possession of defendant under Exhibit 52 was protected under the doctrine of part performance is erroneous ?
>
> 13. It should have been seen that the Courts below have not properly appreciated the

real intention between the parties in entering into the transaction ?

2. I have heard the counsel appearing for the parties on the aforesaid substantial questions of law. The Appellants are the Original Defendants and the Respondents are the Original Plaintiffs. The suit filed by the Respondents is for redemption of mortgage. The properties subject matter of the suit are described in Paragraph no.1 of the plaint. The case of the Respondents is that property described in Paragraph no.1(a) of the plaint was a joint family property of late Mahadu Bala Khole and Respondents Nos. 1 to 3. According to the Respondents late Mahadu and late Trimbak Shankar Dhomse were very well known to each other. Late Mahadu was required to repay the loan taken from Land Development Bank and he was in need of money for maintaining his family and therefore he requested for loan of Rs.4,400/- from late Trimbak. The case of the Respondents is that late Mahadu agreed to repay the loan and provide land described in paragraph no.1(a) of the plaint as a security for the mortgage. However as Trimbak was not possessing money lending licence, it was agreed that the property admeasuring 4 Acres will be mortgaged in favour of late Trimbak and in lieu of

interest on sum of Rs.4,400/- late Trimbak would be entitled to enjoy income from the said land. According to the case of the Respondents, late Trimbak assured that though the sale deed is executed in his favour, the same will not be acted upon and as and when the amount is repaid by Mahadu, he will convey the property to Mahadu. Accordingly, the registered sale deed (Exhibit 48) was executed in respect of the property admeasuring 4 Acres on 20th May, 1961 by late Mahadu in favour of late Trimbak. On 27th April 1962, a receipt was executed by late Trimbak in favour of late Mahadu, by which Trimbak agreed that if Mahadu returns, a sum of Rs.4,400/- within a period of five years, the land will be released in favour of Mahadu.

3. Further case made out by the Respondents is that Mahadu needed loan for household expenditure and medical treatment and therefore he borrowed sum of Rs.700/- from Trimbak. As a security for repayment of loan, a conditional sale-deed (Exhibit 49) was executed on 27th April, 1962 in respect of land admeasuring 1 Acre on the southern side of area of 4 Acres. The case of the Respondents is that there was a relationship of Debtor and Creditor between the parties and conditions incorporated in the said document regarding payment of the amount within five years was not the essence of

contract and was illegal. The Respondents stated that Mahadu required further loan for his medical treatment and household expenditure and therefore he borrowed further sum of Rs.1,000/- from Trimbak and as a security for repayment of the loan amount he executed conditional sale-deed (Exhibit 51) dated 15th May, 1963 in respect of the property admeasuring 1 Acre and 20 Gunthas. In respect of the said documents also the case of the Respondents is that there was a relationship of Debtor and Creditor between the parties and the condition regarding repayment of the amount within a period of nine years was illegal. Mahadu died on 20th October, 1963 and thereafter Respondent no.1 started looking after the family as 'Karta'. The case of the Respondents is that Respondent no.1 needed loan of Rs.1,000/- for the purpose of performing last rites of Mahadu and accordingly Trimbak advanced sum of Rs.1,000/- to Respondent no.1. As a security for repayment of the said loan, an agreement (Exhibit 52) was executed on 5th June, 1964 in favour of the said Trimbak. The agreement was essentially a mortgage transaction and the agreement of sale was not to be acted upon. Case made out that the agreement was relating to the land admeasuring 1 Acre and 8 Gunthas and the said property was put in possession of late Trimbak as mortgagee. In case of this transactions

also, a case is made out that there was relationship of Debtor and Creditor between the parties. In short the case of the Respondents was that all the four transactions are mortgage transactions covered by Section 58(c) of the Transfer of Property Act, 1882 (hereinafter referred to as the said Act of 1882). Prior to filing of the suit the Respondent no.1 issued notice dated 27th April, 1975 to the deceased Trimbak calling upon him to redeem the mortgages.

4. The suit was resisted by the Appellants by filing written statement. The Appellants pointed out that the first three transactions executed by Mahadu in favour of Trimbak on 20th May, 1961, 27th April 1962, 15th May, 1963 were transactions of out and out sale and the fourth transaction was an agreement for sale under which the Appellants were put in possession of the property subject matter of the agreement. The Appellants denied that there was relationship of Debtor and Creditor between the deceased Trimbak and deceased Mahadu. The Appellants also filed a counter claim for specific performance of the fourth transaction which was according to them an agreement for sale dated 5th June, 1964. The Respondents filed their written statement to the counter claim and reiterated the stand taken in the Plaint.

5. The learned Trial Judge held that the first transaction of sale-deed dated 20th May, 1961 was out and out sale and in so far as the other three transactions are concerned, the suit filed by the Respondents for redemption was dicreed. For the sake of convenience the sale deed dated 20th May, 1961 is herein after referred to as Exhibit-48 and three subsequent documents dated 27th April 1962, 15th May 1963 amd 5th June, 1964 herein after referred to as Exhibit-49, 51 and 52 respectively. As a consequence of the decree passed in favour of the Respondents, the counter claim filed by the Appellant was dismissed. The Decree passed by the Trial court was challenged by both the parties by preferring separate Appeals. The Appellate court held that Exhibit-52 cannot be a mortgage and the same was an agreement for sale. However, the District Court denied decree of specific performance of the said agreement. The District Court further held that the appellants were entitled to protect their possession of the lands subject matter of Exhibit-52 by virtue of Section 53(A) of the said Act of 1882. The Appellate Court denied the relief of specific performance on the ground that the same was barred by limitation. Being aggrieved by the Judgement and Decree passed by the Appellate Court, the Appellants Original Defendants have preferred this

Second Appeal. The Respondents Original Plaintiffs also preferred Second Appeal no. 177/87 for challenging the Judgements and Decrees of the courts below. The said second Appeal was allowed to be converted into cross objections by order dated 4th January, 1988.

6. The learned Counsel appearing for the Appellants submitted that the documents at Exhibit 49 and 51 were clearly sale -deeds and not deeds of mortgage. He submitted that merely because stipulations are incorporated in the said documents for reconveyance, this by itself is not sufficient to come to the conclusion that the transactions were mortgage transactions and the said documents were transactions of mortgage by conditional sale. He placed reliance on judgment of the Learned Single Judge of this Court reported in 1982 Mh.L.J. page 538 (Nana Tukaram Jaikar v/s. Sonabai Madhav) as well as judgments of the Apex Court reported in A.I.R. 1954 S.C. page 345 (Chunchun Jha v/s. Ebadat Ali and another) and A.I.R.1960 S.C. page 301 (Bhaskar Waman Joshi (deceased) and Ors v/s. Shrinarayan Agarwal (deceased) and Others). He submitted that the case is squarely covered by the Judgment of the learned Single Judge of this Court in the case of Nana Tukaram (supra). He submitted that as per the document at Exhibit-52, the Respondents were

under an obligation to obtain sale permission and therefore unless sale permission was obtained there was no question of execution of sale deed. He further submitted that the period of limitation for filing the suit for specific performance will start running only from the date on which permission is obtained by the Respondents. He, therefore, submitted that the counter claim for specific performance was within limitation.

7. Shri Walavalkar, learned Counsel appearing for the Respondents supported the judgement and Decree of the Appellate Court in so far as the two documents at Exhibit 49 and 51. He submitted that apart from the four documents which are subject matter of the suit, there were other relevant documents executed by Mahadu he submitted that it is very clear from the recitals of the sale-deed at Exhibit-48 that deceased Mahadu was indebted and he was required to repay the loan of the land Mortgage Bank. He pointed out by referring to subsequent documents at Exhibit 71 that deceased Trimbak agreed to treat the document at Exhibit-48 as a mortgage and he agreed to reconvey the land subject matter of Exhibit-48. He pointed out that though the said document (Exhibit 71) has been subsequently cancelled, the fact remains that even deceased Trimbak was aware that the real nature of the transaction covered by

Exhibit-48 was a mortgage. He pointed out that considering the documents executed by deceased Mahadu in a short span, it is very clear that all along the said Mahadu was indebted and was in need of money. Relying upon the oral evidence, he submitted that the Debtor and Creditor relationship between the parties is clearly established. He submitted that the judgment of Learned Single Judge in the case of Nana Tukaram (supra) will not apply to the facts of the present case. He pointed out that the learned Single Judge was considering the document relating to transfer of house property and in the present case, we are dealing with agricultural lands. He pointed out that he learned Single Judge considered the fact that possession of the house property was handed over to the transferee and municipal taxes were to be paid by transferee and there was no provision in the deed with reference to the interest. He pointed out that in the present case the transferee was put in possession of agricultural lands and was permitted to derive income from the agricultural lands in lieu of interest. He further submitted that in so far as counter claim for specific performance at Exhibit-52 is concerned notice dated 27th April, 1975 was issued by Respondent no.1 to deceased Trimbak in which it was asserted that Exhibit-52 was a mortgage transaction though the document at Exhibit-52 was an

agreement for sale. Therefore, starting point of limitation will be date of service of the said notice as by the said notice, the Respondent no.1 has clearly indicated his refusal. He submitted that the counterclaim was not filed within a period of tree years from the date of service of the said notice, and therefore the same was barred by limitation in view of Article 54 of the Limitation Act, 1963 (herein after referred to as "the said Act of 1963").

8. I have carefully considered the submissions made by the learned counsel appearing for the parties. It will be necessary to refer to relevant part of the Judgment of the learned Single Judge in the case of Nana Tukaram (supra). In Paragraph no.9 of the said judgment, the english translation of the deed which was interpreted by the learned Single Judge has been reproduced which reads thus :

> "Conditional sale-deed of house in Nagpur city for Rs.2,000 dated 3rd May 1980.
>
> M.B. Saidare ... Executor
> K.M. Kothar ... Executant
>
> Received Rs.375 before eight days RS.1625. I

will receive Rs.1625 (Sixteen hundred twenty five only) before the Sub-Registrar, A’nagar.

Total Rs.2,000 Received Rupees Two Thousand for the marriage of daughter and family expenses.

In exchange thereof, the house which was inherited by me as my ancestral property as my share which is without any incumbrance description.

As per the said above description the house and the land on which it is constructed and the things appurtenant thereto is sold to you conditionally for five years. The same has ben given completely in your possession. Hence till the stipulated limit you should pay the municipal tax and enjoy the property, within that period I will repurchase the property after making payment. If the amount is not paid within stipulated period this deed will be treated as permanent sale-deed. Thereafter you should enjoy the property forever so that myself and my successors will not claim any ownership."

9. After considering the submissions, in Paragraph no.11 of the Judgment the learned Single Judge held that "in the instant case the deed does not create, expressly or by implication, the relationship of debtor and creditor, nor is the amount paid by the transferee to the transferor made a charge on the land. There is no provision in the deed in regard to interest. Possession of the land is handed over to the transferee. Municipal taxes are made payable by the transferee. A period is stipulated, viz. five years, within which the transferor may purchase the land after making payment of the amount for which it was originally transferred. The statement in the deed that if the amount was not paid within the stipulated period he deed was to be treated as permanent sale deed and the transferee could thereafter enjoy the land forever without the transferor and his successors claiming any ownership emphasises that the condition of repurchase was to operate only within the stipulated period and no further. These, as I see it, are indications of a sale and with a condition of repurchase. Mr. Dhorde placed reliance upon the recital in the deed that the amount had been received by the transferor for the marriage of his daughter and family expenses. he submitted that this was indicative that the transaction was a transaction of mortgage by

way of conditional sale. This recital is not indicative either way. A man may, when he is in need of moneys, sell his property or he may mortgage it. Mr. Dhorde also submitted that it was the Appellant's case that the property had been transferred at an under-valuation, which was indicative of a mortgage, but the trial Court rejected the contention. It had done so quite rightly since it was sought to be established by nothing more than the appellant's bare word."

10. The contention of learned counsel appearing for the Appellant is that the recitals used in the documents at Exhibit-49 and 51 are almost identical with the recitals in the document which was the subject matter of the Appeal before the learned Single Judge. He submitted that even assuming that it was established that deceased Mahadu was indebted that by itself will not establish relationship as Debtor and Creditor between Mahadu and Trimbak. He submitted that Exhibit-51 is described as conditional sale deed. He pointed out that it is stated in the sale deed that the property is sold and possession thereof his handed over to the purchasers. He pointed out that merely because a stipulation is provided in the said documents that if the amounts mentioned therein are paid by the vendor to the purchasers within the time specified in the

documents the property will be reconveyed, the transaction does not become a mortgage by conditional sale. He submitted that a clear intention is reflected from both the documents to transfer the property subject matter of the documents in favour of the Transferee. He submitted that there was no stipulation for payment of interest and therefore very important ingredient of a mortgage transaction was missing apart from failure to establish relationship of Debtor and Creditor. It is necessary to make a reference to the other two judgments of the Apex Court relied upon by the learned Counsel. In the case of Chunchun Jha (supra) the Apex Court held that " The converse also holds good and if, on the face of it, an instrument clearly purports to be a mortgage it cannot be turned into a sale by reference to a host of extraneous and irrelevant considerations. Difficulty only arises in the border line cases where there is ambiguity. Unfortunately, they form the bulk of this kind of transaction. Because of the walter of confusion caused by a multitude of conflicting decisions the legislature stepped in and amended Section S.8(c) of the Transfer of Property Act. Unfortunately that brought in its train a further conflict of authority. But this much is now clear. If the sale and agreement to repurchase are embodied in separate documents then the transaction cannot be a mortgage whether the documents

are contemporaneously executed or not. But the converse does not hold good, that is to say the mere fact that there is only one document does not necessarily mean that it must be a mortgage and cannot be a sale. If the condition of repurchase is embodied in the document that effects or purports to effect the sale, then it is a matter for construction which was meant. The legislature had made a clear cut classification and excluded transactions embodied in more than one document from the category of mortgages, therefore it is reasonable to suppose that persons who, after the amendment, choose not to use two documents, do not intend the transaction to be a sale, unless they displace that presumption by clear and express words; and if the conditions of Section 58(a) are fulfilled, then we are of opinion that the deed should be construed as a mortgage.

11. The Apex Court held that if the sale and agreement to repurchase are embodied in separate documents, then the transaction cannot be a mortgage whether the documents are contemporaneously executed or not. But the converse does not hold good, that is to say, the mere fact that there is only one document does not necessarily mean that it must be a mortgage and cannot be a sale. If the condition of repurchase is

embodied in the document that effects or purports to effect the sale, then it is a matter for construction. The Apex Court further held that it is reasonable to suppose that persons who, after the amendment to the said Act of 1882 choose not to use two documents, do not intend the transaction to be a sale, unless they displace the presumption by clear and express words; and if the conditions of Section 58(c) are fulfilled, then the deed should be construed as a mortgage.

12. On the plain reading of the two documents at Exhibit-49 and 51 it is clear that the parties have chosen not to execute two documents but a condition to repurchase is incorporated in the same documents. In such situation the Apex Court has held that it is reasonable to suppose that the parties intended that the transaction was not a sale. Therefore as held by the Apex Court the Plaintiffs will have to displace the presumption by clear and expresss words. Unless the presumption is displaced the documents will be construed as a mortgage.

13. In the other judgment of Apex Court in the case of Bhaskar Waman Joshi (since deceased) vs. Shrinarayan Agarwal the Apex Court has held that "The circumstance that the transaction as phrased in the

documents is ostensibly a sale with a right of repurchase in the vendor, the appearance being laboriously maintained by the words of conveyance needlessly iterating the description of an absolute interest or the right of repurchase bearing the appearance of a right in relation to the exercise of which time was of the essence is not decisive. The question in each case is one of determination of the real character of the transaction to be ascertained from the provisions of the deed viewed in the light of surrounding circumstances."

14. Thus in this case, the real character of the transaction is to be ascertained from the provisions of the deed viewed in the light of surrounding circumstances. It must be stated here that the learned Single Judge of this Court while deciding the case of Nana Tukaram (supra) has referred to both the aforesaid Judgments of the Apex Court. It is, therefore, necessary to see whether the appellants have displaced the presumption as regards the two documents at Exhibit-49 and 51. It is true that the character of the transaction is to be ascertained from the deed itself. However the real character is to be ascertained in the light of surrounding circumstances. Therefore reference will have to be necessarily made to the oral evidence of

the parties.

15. So far as the documents at Exhibit-49 and 51 are concerned the parties have adduced the oral evidence on record. After considering the recitals in the documents, the learned Appellate Court held that the first condition contemplated by Section 58(c) of the said Act of 1882 namely the ostensibility of the sale deeds is fully satisfied by the documents. Relying upon the identical recitals in both the said documents, the learned Judge held that the documents contemplated that only in the event of the failure of late Mahadu to pay the amounts stipulated in the said document, the purchaser Trimbak was to become full owner.

16. The learned Appellate Court in Paragraph No.40 of the judgment held that the very fact that the deceased Mahadu had to make transactions during a short span of three to four years for alienating his lands indicated that at the relevant point to time, he must have been hard-pressed for money. The learned Judge further held that as a traditional agriculturist, he did not initially intended to take a loan and therefore, he preferred to part with a piece of land under a sale-deed dated at Exhibit-48. Considering the facts and circumstances and the documentary evidence on record,

the learned District Judge confirmed the finding of the Trial Court that the said two documents infact create mortgage by conditional sale. If the findings recorded by the learned District Judge are perused it is very clear that the Appellants failed to to displace the presumption created by execution of a composite document.

17. If the two documents at Exhibit 49 and 51 are read, the documents by itself do not create relationship of Debtor and Creditor. However, as held by the Apex Court in the case of Bhaskar Waman Joshi (supra), the surrounding circumstances will have to be viewed. If the conduct of the parties as reflected from the oral evidence as well as execution of the total six documents is viewed, it can be said that the Courts below took a possible view that relationship of Debtor and Creditor is established. Subsequent document (Exhibit71) executed referring to the sale deed at Exhibit-48 was subsequently treated as cancelled by the parties. However, the said document indicates that there was intention on the part of the parties to create a charge on the land. The learned Single Judge in the case of Nana Tukaram was dealing with house property which was put in possession of the Transferee and the Transferee was to pay the municipal taxes. Therefore, the learned

Single Judge rightly found that there was no provision in the sale deed with reference to interest. However, in the case of the lands subject matter of the present Second Appeal, admittedly the same are agricultural lands and therefore the Transferees were entitled to enjoy the income from the said lands as they were put in possession thereof. Therefore absence of stipulation regarding payment of interest in the facts of the present case will not change the character of the transaction.

18. In the circumstances, in so far as documents at Exhibit-49 and 51 are concerned, the Courts below have considered the provisions in the documents in the light of surrounding circumstances and have come to the conclusion that the real nature of the transactions as reflected from the documents was a mortgage. I, therefore, find no infirmity in the Judgments of the courts below. As held by the Apex Court, the real character of the transaction is to be ascertained from the provisions of the deed viewed in the light of surrounding circumstances. For considering the surrounding circumstances, the Courts have considered and appreciated the oral and documentary evidence on record and have come to the conclusion which is a possible conclusion on the basis of the evidence on

record. Therefore, in so far as the findings recorded by the Courts below on the two documents at Exhibit-49 and 51, there is no reason to interfere.

19. Shri Walawalkar submitted that if the courts below found that there was relationship of Debtor and Creditor between Mahadu and Trimbak, the document at Exhibit-48 though styled as a sale deed will have to be treated as a mortgage. In view of the provisions of Section 58(c) of the said act of 1882, as stipulation regarding reconveyance and repurchase is not incorporated in the document Exhibit 48, it cannot be treated as a mortgage. In so far as the document at Exhibit-52 is concerned, the submission of the learned Counsel cannot be considered as it purports to be an agreement for sale which is not duly registered and does not create any interest in view of section 54 of the said Act of 1882. Therefore section 58(c) of the said Act cannot be applied to the documents at Exhibit-48 and 52.

20. The document at Exhibit-52 is which is an agreement for sale dated 5th June, 1964. The learned District Judge has found that the Appellants are entitled to protect their possession over the land subject matter of the agreement by doctrine of part

performance incorporated in Section 53(A) of the said Act of 1882. It is pertinent to note that the entire consideration which is agreed was paid under the document and the possession was also handed over under the Agreement of sale. The sale deed was to be executed after implementation of consolidation scheme and after obtaining permission from the collector. The permission of the Collector was to be obtained by the Respondents. Considering the admitted position between the parties the Courts below have protected the possession of the Appellants by invoking Section 53(A) of the said Act of 1882. Once documents at Exhibit-52 is held as agreement for sale, no fault can be found with the said findings recorded by the Courts below.

21. In so far as the issue of limitation is concerned, it is necessary to refer to Article 54 of the said Act of 1963. Article 54 provides that if time for performance of the contract is fixed between the parties, the starting point of limitation is the date fixed for the performance of the contract. If specific time is not fixed, the period of limitation will start running from the date on which the purchaser has notice that the vendor has refused to perform his part of the contract. In this connection a reference will have to be made to the notice dated 27th April, 1975. In the

said notice, assertion is clearly made by Respondent no.1 that the transaction covered by Exhibit-52 is a mortgage. It is true that by giving reply to the said notice, the Appellants asserted that the transaction was in the nature of agreement for sale. However, if the averments made in the notice issued by Respondent no.1 are perused, it is very clear that there is a clear refusal to perform his part of the agreement by the Respondent no.1. When the Respondent no.1 alleged that document (Exhibit-52) was not an agreement for sale but was a mortgage the said fact itself amounts to refusal to perform his part of the Agreement. Therefore, the said notice itself spells out the clear refusal on the part of the Respondents to perform their part of agreement. In this view of the matter by applying Article 54 to the facts of the case, the time will start running from the date on which the notice was served on the Appellants. Admittedly, the counter claim for specific performance is filed on 8th December, 1978. Therefore it is obvious that the claim for specific performance was barred by limitation. Hence no fault can be found with the dismissal of the counter claim for specific performances.

22. In this view of the matter, there is no merit in the Second Appeal as well as in the cross-objections.

The same are dismissed with no orders as to costs. At this stage the learned counsel appearing for the appellants prayed for continuation of stay granted by this Court. The said request is opposed. In the facts of the case, the interim relief which was operating during the pendency of the Appeal will continue to operate from a period of twelve weeks from today.

. C.C. expedited.

sd/-

JUDGE

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE JURISDICTION

SECOND APPEAL NO. 398 OF 1987
AND
CROSS OBJECTIONS
(converted from S.A. No. 177/87)
IN
SECOND APPEAL NO. 398 OF 1987

DATE OF JUDGEMENT: 12TH AUGUST, 2004

FOR APPROVAL OF

HON'BLE SHRI. JUSTICE ABHAY S. OKA :

1. Whether Reporters of local papers may be allowed to see the judgment?- No.

2. Whether to be referred to the Reporters or not?

3. Whether the lordship wish to see the fair copy of the judgment?

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950, or any order made thereunder?

5. Whether it is to be circulated to all the Civil Judges?

6. Whether the case involves an important question of law and whether the copy of the judgment should be sent to Nagpur, Aurangabad and Goa Offices?

****